#### SPRINT PRODUCTIVITY MARKETPLACE

The terms listed below may apply to Your access to and use of the Software Services in Sprint's Productivity Marketplace. The Sprint Software as a Service (SaaS) Terms of Service and Acceptable Use Policy apply to all Software Services. The Application Specific Terms applyonly if You have purchased that specific product, and not all applications will have specific terms. If You have questions related to these terms, please call Customer Care at 855-234-1825

To review the terms, please click on the link below:

- 1. SaaS Terms of Service
- 2. Sprint's Acceptable Use Policy
- 3. Application Specific Terms
  - a. Airwatch Software Terms of Service
  - b. Carefree Cloud Terms of Service
  - c. <u>eNOM Services Application Specific Terms</u>
  - d. Google Apps for Work Application Specific Terms
  - e. Microsoft® Online Services Application Specific Terms
  - f. Microsoft® Service Level Assurances
  - g. Migration 1, 2, 3 Application Specific Terms
  - h. PingOne Single Sign-On Application Specific Terms
  - i. <u>Sprint Audio Conferencing for Lync™ Online, powered by InterCall Application Specific Terms</u> of Use
  - j. Sprint Cloud Optimizer Application Specific Terms
  - k. Switch Application Specific Terms
  - I. Symantec Application Specific Cloud Services Agreement
  - m. Uberconference Application Specific Services Terms of Use

### Sprint Software as a Service (SaaS) Terms of Service

The following terms applyto Your use of and access to Sprint's Software Services ("SaaS Terms of Service"). In addition to these SaaS Terms of Service, Your use of and access to Sprint's Software Services is governed by any Application Specific Terms, as well as any other written services and transaction materials that we provide or refer You to during the sales transaction (collectively, "Agreement"). For the purposes of this Agreement, "You" means You or the entity that You represent, including Your "End User(s)," which means the users who access Your Services.

For purposes of interpreting these SaaS Terms of Service, Software Service ("Service(s)") means any software and application resources and services that You purchase from Sprint, which may include software that provides productivity, messaging, collaboration, customer management, security, archiving, and other online-enabled functions. These services are licensed on a subscription basis and accessed or managed by a computer or other device across a network or internet connection and which are generally stored on servers or otherwise at a remote location that are not expressly identifiable to the user. "Service(s)" also includes any applications, programs, products, or software on Your account with us, as well as any other product or service that we offer or provide to You that references these SaaS Terms.

Sprint may modify the Software Services, the SaaS Terms of Service, the Application Specific Terms, and the Online User Manual at any time in its sole discretion. Your continued use of the Software Services following any change will constitute Your acceptance of and agreement to be bound by the modified Agreement. If You do not agree with the modifications, Your sole and exclusive remedy is to stop using the Software Services.

By accepting this Agreement, the person accepting this Agreement represents and warrants that he or she is lawfully able to enter into contracts and, if entering into this Agreement on behalf of an entity, that he or she has the legal authority to bind such entity to the terms and conditions of this Agreement. By accepting this Agreement, You agree that You are bound by the terms and conditions of this Agreement.

- 1. Mandatory Arbitration. As detailed in Section 6 below, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between You and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Automatic Renewal. Your Software Services will automatically renew for subsequent periods the same length as the initial term (i.e., an annual contract will automatically renew for another 12-month term) unless You provide us notice of termination. For annual subscriptions, You must notify Sprint of Your choice to not renew Your subscription or cancel at least thirty (30) days prior to expiration of the then-current term. For

monthly subscriptions, You must notify Sprint of Your choice to not renew Your subscription or cancel at least five (5) days prior to the expiration of the then-current term.

- **3.** Acceptable Use Policy. By using Sprint's Software Services, You agree that Your use will be subject to Sprint's Acceptable Use Policy (AUP), which can be found on sprint.com/legal.
- **4. Our Policies.** Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when You use our Services. Our Policies are subject to change at any time with or without notice.
- 5. Our Right to Change the Agreement and Your Related Rights. We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, promotions, packages, Services offered, technologies used to provide services, or Your terms of Service. We will provide You notice of material changes, and we may, but are not required to, provide You notice of non-material changes. Your remedy if You do not agree to the changes we have made to the Agreement is to discontinue use of the Services.
- 6. ARBITRATION AND DISPUTE RESOLUTION. PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS. In those rare instances where Your concern is not resolved to Your satisfaction through calls to our customer care, You and Sprint each agree to try to resolve those disputes in good faith after You provide written notice of the dispute as set forth below. If the dispute is not resolved, You and Sprint agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.
  - **6.1. Mandatory Arbitration and Waiver of Class Action.** Instead of suing in court, You and Sprint agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, You and Sprint are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.
  - **6.2.** In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.
  - **6.3.** "Disputes" shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) You or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) You bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Sprint brings against You. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between You and Sprint, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Sprint; (iii) claims that are subject to on-going litigation where You are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.
  - **6.4. Dispute Notice and Dispute Resolution Period.** Before initiating an arbitration or a small claims matter, You and Sprint each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. Sprint will provide a Notice of Dispute to You in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Sprint will assign a representative to work with You and try to resolve Your Dispute to Your satisfaction. You and Sprint agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, You or Sprint may commence an arbitration proceeding or small claims action.
  - 6.5. Arbitration Terms, Process, Rules and Procedures.
    - **6.5.1.** Unless You and Sprint agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at jamsadr.com. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are

- delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.
- **6.5.2.** The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow You or Sprint to arbitrate on a class-wide, representative or consolidated basis.
- **6.5.3.** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND SPRINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Sprint expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- **6.5.4.** We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Sprint will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services.
- **6.5.5.** An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.
- **6.5.6.** As an alternative to arbitration, we may resolve Disputes in small claims court in the county of Your most recent billing address. In addition, this arbitration agreement does not prevent You from bringing Your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Sprint on Your behalf.
- 7. Consent to Electronic and Email Communications. You agree to electronic invoice delivery via email, confirm Your ability to access Your invoice online, and understand that You can change electronic delivery at any time. You also agree that You will promptly provide Sprint with an updated email address if Your email address changes. Sprint reserves the right to use the email address that You provide to communicate with You about the Software Services and to share the email address with Third Party Providers so that they may also communicate with You via email. Sprint and the Third Party Providers may also use Your email to tell You about Sprint or Third Party Provider products and services unless You have asked not to receive marketing emails from Sprint or the Third Party Providers. Further, You understand and agree that the email address that You provide constitutes Your Data and is subject to the provisions of this Agreement relating to Your Data, including Sections 13 through 17.
- 8. Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with Your registration for Software Services and all future documents and records in connection with Software Services—including without limitation this electronic signature and disclosure notice—and that this use satisfies any requirement that we provide You these documents and their content in writing. If You do not agree, do not accept this Agreement. You have the right to receive a paper copy of all documents and records. You may (i) obtain a paper copy of any document or record (free of charge), (ii) withdraw Your consent to the use of electronic documents and records, or (iii) update Your contact information by calling Customer Care at 855-234-1825 or updating Your information at sprint.com. To receive or access electronic documents and records, You must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer® 7 and higher, Firefox 3 and higher, Chrome 3.0 and higher; and (c) software that permits You to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher. To retain documents and records, Your device must have the ability to download and store PDF files. Your access to this page verifies that Your system and device meets the above receipt, access, and retention requirements. You accept the terms and conditions of Your order by signing the Agreement or, for online orders, by checking the Accept and Continue button next to the phrase "I've read and agree to the terms and conditions of my order."
- **9.** Application Specific Terms. Each Software Service may be subject to Application Specific Terms, which will be provided when You purchase, access, or use a specific Software Service. You are subject to and responsible for compliance with all Application Specific Terms for the respective Software Services that You purchase, access, or use.

- **10.** Third Party Content and Services. Third Party Content and Services may be made available to You by parties other than Sprint through the Software Services. Sprint does not make any representations or warranties regarding any Third Party Content and Services. Your use of Third Party Content and Services is at Your sole risk.
- 11. Online User Manual. Sprint provides instructions for using the Software Services in Sprint's Online User Manuals, which are accessible at sprint.com/business/support. Please refer to the Online User Manuals for details regarding the use and administration of Your Software Services as well as any support that You may receive.
- **12.** Upgrades and Maintenance. Sprint will perform standard upgrades and maintenance of the Services, which may occur without any prior notice. Sprint will use commercially reasonable efforts to provide maintenance and upgrades during off-peak hours.
- 13. Your Data. You are solely responsible for Your Data, including: (a) compliance with all applicable laws, the AUP, this Agreement, and any policies and procedures of Sprint or any Third Party Provider; (b) any claims relating to Your Data; (c) any claims that Your Data infringes, misappropriates, or otherwise violates the rights of any other person or entity; and (d) backing up Your Data. You agree that Sprint needs access to and use of certain information about You and Your access to and use of the Software Services to provide and improve the Software Services as further described in section 16. Therefore, any restrictions on use and disclosure of information by Sprint set forth anywhere, except for in this Agreement, do not apply to such data accessed or used by Sprint.
- 14. Use of Data. On an on-going basis, You authorize and consent to Sprint and its Third Party Providers and each of their third parties ("Data Users") collecting and using Your Data and information about Your access and use of the Software Services (including without limitation times and methods of access, services utilized, types of information stored, names, addresses, telephone numbers, account numbers, internet protocol addresses, etc.) in order to provide and improve the Software Services or to comply with applicable law or any court order or request of any governmental or regulatory authority. In addition, You authorize Sprint to aggregate such data together in an anonymous form for use by Sprint or for sharing with third parties for any legal purpose in Sprint's discretion and without compensation to You.
- **15. Third Party Providers' Privacy Policies.** Third Party Providers may access, collect, use, or disclose Your personal information or require Sprint to disclose Your information—to the Third Party Provider or some other third party. If You access, use, or authorize Third Party Content and Services, You agree and authorize Sprint to provide information related to Your use of the Software Services. You understand that Your use of Third Party Content and Services is subject to the Third Party Provider's terms and policies, including its privacy policy (i.e., Application Specific Terms).
- 16. Security and Unauthorized Access. Sprint will implement reasonable measures designed to help You secure Your Data against unauthorized access or disclosure. However, You are responsible for properly configuring and using the Software Services and taking Your own steps to maintain appropriate security and backup of Your Data. Any IDs and passwords are for only Your own use. Sprint does not have knowledge of Your Data, including the content, quantity, or value of Your Data. You are solely responsible for the loss of Your Data, including without limitation all losses resulting from third party attacks. Third party attacks include, without limitation, hacks, intrusions, distributed denial-of-service attacks, or any other third party actions intended to cause harm to or disrupt the Software Services. You hereby release Sprint and its Third Party Providers from any and all liability arising from the loss of Your Data. Sprint and its Third Party Providers are not responsible to You or any other person or entity for any unauthorized access to or use of Your Data or the Software Services unless the access or use results from Sprint's failure to meet its obligations set forth in this section.
- **17. Your Privacy.** Our Privacy Policy is available on our website. To review the policy, visit sprint.com/legal/privacy.html. This policy may change from time to time, so review it with regularity and care.
  - **17.1. CPNI.** If we provide telecommunications Services to You (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of the Services You use, as well as some other information found on Your bill ("CPNI"). Under federal law, You have the right and we have a duty to protect the confidentiality of Your CPNI. For example, we implement safeguards that are designed to protect Your CPNI, including authentication procedures when You contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting Your pre-established point of contact as the standard authentication measure.
  - **17.2.** You agree that we may contact You for Service-related reasons through the contact information that You provide, through the Services to which You subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.
- **18. Remote Access.** If You contact Sprint for technical assistance, Sprint or its agents may need remote access to Your computer. If You specifically consent at the time of access, You grant Sprint, the Third Party Providers, and each of their agents permission to view, access, install software on, and control Your computer, smart phone, or other

device for the limited purpose of activating, supporting, maintaining, upgrading, and repairing the Software Services. You may authorize account administrators to make changes to Your Services, which will include the authority to make upgrades and additional purchases. You are responsible for any changes to Your Services made by a person You authorize, and those changes will be treated as modifications to this Agreement.

- 19. Prohibited Uses. Sprint, on behalf of itself and its Third Party Providers, reserves the right, without notice or limitation, to limit or restrict Your use of the Software Services or to deny, terminate, end, modify, disconnect, or suspend Software Services to You if Sprint or any of its Third Party Providers, in their sole discretion, determines action is necessary to protect other parties or Sprint's or any of its Third Party Providers' systems, networks, or business from harm or degradation. Without limiting the foregoing, You will not use the Software Services or permit any other person to use the Software Services: (a) in violation of the AUP; (b) in a manner that would cause Sprint, any Third Party Provider or any of Sprint's or any such Third Party Providers' vendors or service providers to violate any applicable law, including any laws applicable to the import or export of products, services, computer software, or data: (c) in connection with any activity where the failure or fault of the Software Services could lead to death or injury of any person or damage to any physical property of any person; or (d) in connection with the development, design, manufacture, production, stockpiling or use of nuclear, chemical or biological weapons, weapons of mass destruction, illegal gambling, terrorism, narcotics, or arms trafficking.
- 20. Credit Checks & Credit Information. We agree to provide You Services on the condition that You have and maintain satisfactory credit according to our standards and policies. You agree to provide information that we may request or complete any applications that we may provide You to facilitate our review. We rely on the credit information You furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide You Services. The Services we offer You can vary based on Your credit history. We may at any time, based on Your credit history, withdraw or change Services or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide Your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.
- 21. Fees; Payment. Sprint may change the price for any Software Service at any time. Sprint will provide You with regular monthly invoices of the charges incurred by You and billing data or other billing records. If payment is not received in full by the due date on Your bill, late fees may be assessed, in amounts up to the maximum amount permitted by law in the state of Your billing address. In the event of non-payment, Sprint reserves the right to suspend Your Services. Sprint may also charge You any costs Sprint pays to a collection agency to collect unpaid balances from You. Sprint's monthly charges for the Software Services exclude taxes, Sprint Surcharges, and state and local fees, if applicable.
- 22. Your Bill. Your bill provides You notice of Your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance), fees, taxes, Surcharges, product and equipment charges, subscription charges, and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month, Bill cycles and dates may change from time to time. Your bill may also include other important notices (for example, changes to Your Agreement, to Your Service, legal notices, etc.). Paper bills may not include itemized billing detail. More specific billing information is available online. Paper bills may be subject to an additional charge. Unless prohibited by law, other charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category. If You choose Internet billing. You will not receive paper bills.
- 23. Taxes & Government Fees. You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to You. These charges may change from time to time without advance notice. If You're claiming any tax exemption, You must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.
- 24. Surcharges. You agree to pay all Sprint surcharges ("Surcharges"), which may include, but are not limited to: Regulatory and Administrative charges; gross receipts charges, and other charges. Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose at our discretion, to collect from you, to recover certain costs and are kept by us. The number and type of Surcharges will be provided on your invoice, may vary depending upon the location of Your billing address, and can change over time. We determine the amount for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, because some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

- **25.** Offers. Sprint can cancel offers early or extend offers without notice. Not all offers are available in all markets or locations.
- **26.** Subscription Charges. Subscription charges are not refunded or prorated if Your Software Service is terminated or modified before Your subscription period ends. Your subscription period begins on the date Your order is provisioned and You will be automatically charged on Your invoice until You cancel or notify Sprint of Your choice to not renew Your subscription. If Your right to use Software Services expires, or is suspended, cancelled, or terminated, You will not receive any refund for the remaining subscription period.

#### 27. Temporary Suspension.

- **27.1.** Sprint may temporarily suspend Your right to access or use any or all of the Software Services immediately if Sprint determines that:
  - **27.1.1.** Your use of or access to the Software Services: (i) may pose a security risk to Sprint, any Third Party Provider, the Software Services, or any other person; (ii) may adversely affect Sprint, any Third Party Provider, or any of the Software Services; (iii) may subject Sprint, any Third Party Provider, or any other person to liability; or (iv) may be fraudulent or unlawful;
  - **27.1.2.** You may be in breach of this Agreement or any Application Specific Terms, including if You are delinquent with respect to any payment owed to Sprint or any other person pursuant to this Agreement; or
  - **27.1.3.** an Account Spending Limit ("ASL")\_has been placed on any of Your Sprint accounts. An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) that we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. Sprint retains sole discretion to make a determination about whether Your account is subject to an ASL.
- **27.2.** If Sprint suspends Your right to access or use any or all of the Software Services:
  - 27.2.1. You remain responsible for all fees and charges incurred prior to the date of the suspension; and
  - **27.2.2.** You remain responsible for all fees and charges due for any Software Services to which You continue to have access or use.
- **28. Term and Termination**. This Agreement will remain in effect until Sprint or You terminate it in accordance with the Agreement.
  - **28.1. Your Termination**. You may terminate this Agreement at any time by going to the Sprint Business Support page at <a href="https://mysprint.sprint.com/mysprint/jsp/landingPage/support.jsp">https://mysprint.sprint.com/mysprint/jsp/landingPage/support.jsp</a> in Your browser and selecting Productivity Marketplace Support. The support page provides instructions for how to terminate this Agreement online within the Productivity Marketplace.
  - **28.2. Sprint's Termination**. Sprint may immediately terminate this Agreement at any time if You breach this Agreement or if Your service is suspended, by providing You with written notice of the termination (including notice via email or other electronic means). Sprint may terminate this Agreement at any time for any other or no reason by providing You with written notice three days prior to the termination (including notice via email or other electronic means).
- 29. Effect of Termination. Upon termination or expiration of this Agreement, (a) all Your rights under the Agreement terminate immediately; and (b) You remain responsible for all fees and charges incurred prior to the date of the termination. Unless Sprint terminates this Agreement or any Software Service for cause, during the 30 days following termination: (i) Sprint will not erase Your Data; (ii) You may retrieve Your Data from the Software Services provided that You have paid any fees or charges owed to Sprint for the Software Service provided prior to the date of termination; and (iii) Sprint will provide You with assistance in retrieving Your Data in accordance with Sprint's then-applicable policies. You agree that Sprint has no obligation to retain Your Data and that Your Data may be irretrievably deleted after 30 days following termination.

## 30. Proprietary Rights

- **30.1.** As between You and Sprint, You own all right, title, and interest in and to Your Data except that You hereby grant Sprint and its Third Party Providers a nonexclusive license to use Your Data anywhere in the World only to the extent strictly necessary to provide the Software Services and as set forth in this Agreement.
- **30.2.** You represent and warrant that: (a) You own or otherwise have the right to use, as contemplated by this Agreement and the Software Services, all right, title, or interest in and to Your Data; and (b) Your Data and Sprint's and its Third Party Providers' use of Your Data as contemplated in this Agreement will not infringe, misappropriate, or otherwise violate any proprietary rights of any third party or any applicable law.

- **30.3.** As between You and Sprint, Sprint owns all right, title, and interest in and to the Software Services and derivatives thereto. Sprint hereby grants You a limited, personal, nonexclusive, non-transferable, non-sublicenseable license to access and use the Software Services solely in accordance with this Agreement and the Application Specific Terms. You may not use or access the Software Services for any purpose other than as expressly permitted by this Agreement. You will not: (i) alter, modify, tamper with, or create derivative works of any of the Software Services or any of the content or materials constituting a part thereof; (ii) reverse engineer, disassemble, or decompile any Software Services; (iii) resell or sublicense any of the Software Services. You will not assert or assists any other person in asserting any claim of patent or intellectual property infringement against Sprint with respect to any of the Software Services You have used. Nothing in this Agreement grants to You any right to use any trademark, trade name, service mark, or other designation of origin of Sprint.
- 31. Disclaimers. UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES. WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PROVIDES THE SERVICES, INCLUDING ANY SOFTWARE SERVICES, ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS. YOUR USE OF AND ACCESS TO THE SOFTWARE SERVICES IS AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE. Sprint and its Third Party Providers do not guarantee any results or the accuracy of any results that You may obtain from the Software Services. You agree that the Software Services are subject to limitations and restrictions outside of Sprint's and its Third Party Providers' control. Sprint and its Third Party Providers do not warrant that: (i) Your use of the Software Services will meet Your requirements; (ii) the Software Services will be uninterrupted, error-free, or completely secure; or (iii) data provided through the Software Services will be accurate. You understand and acknowledge that there are risks inherent in internet connectivity that could result in the loss of Your privacy, confidential information, and property. You agree that no data transmitted over Sprint networks or the Internet is guaranteed to be secure. Sprint and its Third Party Providers do not guarantee that any data that You submit to Sprint or its Third Party Providers will be free from unauthorized intrusion.
- **32.** You Agree That We Are Not Responsible For Certain Problems. You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, (c) Data Content or information accessed while using our Services; (d) information or communication that is blocked by a spam filter; (d) damage to any computer or equipment used in connection with the Software Services or damage to or loss of any information stored on Your computer, equipment, or Sprint storage space from Your use of the Services or (f) damage to Your computer or equipment from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure Your computer, or equipment and to backup Your information stored on each.
- **33.** Limitation of Liability. TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. SPRINT WILL NOT BE LIABLE FOR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE SERVICES.
- **34. Conflict**. In the event of a conflict between these SaaS Terms of Service and the Application Specific Terms, the Application Specific Terms will control with respect to the applicable Software Service.
- **35. Relationship of the Parties.** This Agreement is a sales/purchase agreement and does not create an employer-employee relationship, agency, association, joint venture, partnership, landlord-tenant, or less or-lessee relationship or other form of legal entity or business enterprise between the parties, their agents, employees, or affiliates.

### 36. Definitions

- **36.1.** "Application Specific Terms" means the separate rules, descriptions, software license agreements, acceptable use policies, terms and conditions specific to certain Software Services.
- **36.2.** "Third Party Content and Services" means anytools, applications, software, content, data, text, images, video or audio content, or other services or materials made available to You by any third party other than Sprint in connection with the Software Services.

Rev. 09/30/2015

- **36.3.** "Third Party Provider" means any vendors or suppliers other than Sprint that provide any of the underlying products and services that comprise the Software Services.
- **36.4.** "Your Data" means any of Your personally identifiable information, Your personal health information and any other data that You upload, copy to or in any way submit to Sprint or transmit via the Software Services. Your Data does not include any data You submit to any parties other than Sprint by any means.

### Sprint Acceptable Use Policy

http://www.sprint.com/legal/agreement.html?INTNAV=CMS:LGL:Acceptable Use Policy#acceptable

#### APPLICATION SPECIFIC TERMS

### Airwatch Software Terms of Use Application Specific Terms

http://www.air-watch.com/downloads/legal/201406-Termsofservice.sn.pdf

#### **Carefree Cloud Terms and Conditions**

Sprint's Carefree Cloud Service ("Carefree Cloud") offers several levels of white-glove support, including assistance with migration, deployment, onboarding, and user support, for the software services available through Sprint's Productivity Marketplace. The following terms apply to your use of and access to Carefree Cloud ("Carefree Cloud Terms"). In addition to these Carefree Cloud Terms, your use of and access to Carefree Cloud support is governed by the Software as a Service "SaaS" Terms of Service, which are available at sprint.com/business/support/ratesTandCproducts.html, as well as anyother written services and transaction materials that Sprint provides or refers you to during the sales transaction (collectively, "Agreement"). For the purposes of this Agreement, "You" means you or the entity that you represent, including Your "End User(s)," which means the users who access Your Services.

For purposes of interpreting these Carefree Cloud Terms, Carefree Cloud is included in the definition of "Service(s)" in the SaaS Terms. Capitalized terms used and not defined in these Carefree Cloud Terms are used as defined in the SaaS Terms of Service.

- 1. Mandatory Arbitration. As detailed in the SaaS Terms of Service, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between You and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- **2.** Charges. Except as specified in Your order and confirmation emails, Sprint reserves the right to start charging for any Carefree Cloud Service at any time, and to change the status of any Carefree Cloud Service from unpaid to paid at any time. If you have questions about whether Sprint charges for a specific Carefree Cloud Service, please contact your Sprint representative or Carefree Cloud Support at 1-855-234-1825.
- **3.** Early Termination Fee. If You cancel Your Carefree Cloud subscription before it expires, you may be liable for an early termination fee. An early termination fee will apply to Carefree Cloud Standard Paid Over Time and Carefree Cloud End User Support Paid Over Time. If You are subject to an early termination fee, the fee amount will be the total remaining charges outstanding through the end of Your subscription.
- 4. Description of Service. Carefree Cloud supports only SaaS Services purchased from Sprint, and does not include support for any other software, including other software from Sprint. With any SaaS software purchase from Sprint, You will automatically receive Administrator call support, available 24 hours per day, 7 days per week ("24/7"). Depending on Your specific subscription to Carefree Cloud, You will receive white glove support for deployment (i.e., setup and configuration) of your SaaS software, End User support, eLearning, and/or Administrator support. Your "Administrator" is the person who can purchase the services, assign seats, establish, activate and distribute login IDs and passwords, act as the primary contact between Sprint and the company, as well as additional account management activities related to SaaS. The "End User" is the direct beneficiary of Your Services, who uses products and services ordered by the Administrator.
  - a. Carefree Cloud for Microsoft. Included with a Microsoft 365 purchase. You will be advised on the steps and tools offered to assist in migration and onboarding of the Services for the first 90 days after your purchase, along with receiving our 24/7 Administrator call support.
  - b. Carefree Cloud for Google Apps for Work. Available with Google Apps for Work. Carefree Cloud plans include the services described below:

- 1. Carefree Cloud Standard Plan. The Carefree Cloud Standard Plan includes up to four hours of remote deployment assistance, which may include implementing Google Apps and migration of all Your data, and leaving You ready to use your Google Apps for Work software. You also receive 24/7 Administrator call support and Carefree Cloud End User Support (which includes 24/7 application call support and Boost eLearning online training to all Your End Users (for Boost eLearning's End User License Agreement, click here) and our standard 24/7 Administrator call support. You must initiate remote deployment assistance under Your Carefree Cloud Standard Plan by completing the first technical implementation call within 90 days of purchase.
- 2. Carefree Cloud Do-It-Yourself (DIY). The Carefree Cloud DIY includes up to two hours of remote consultation, in conjunction with providing a self-help guide that will navigate You through Your Google Apps for Work implementation. You will also receive 24/7 Administrator call support.
- 3. Carefree Cloud Custom Plan. The Carefree Cloud Custom Plan is designed for Customers with at least 1,000 Google Apps for Work seats. The Carefree Cloud Custom Plan, which includes prepurchase consultation, a customer specific Statement of Work that provides project details and deliverables, and remote deployment assistance as stated within the Statement of Work customized for you. Carefree Cloud Custom Plans are designed to provide you the assistance and steps needed to: configure domain(s), set up devices (phone, tablet, PC), set End Users up in Google Apps for Work, familiarize You with the Google Apps for Work Admin Portal, etc.). You will also receive 24/7 Administrator call support, and Carefree Cloud End User Support. The Carefree Cloud Custom Plan is not available to customers with fewer than 1,000 Google Apps for Work seats. There is a minimum charge of \$5,000 under the SOW that we create for Your Carefree Cloud Custom Plan. Sprint may offer Carefree Cloud Custom hours for a Customer with a Carefree Cloud Standard Plan, with less than 1,000 Google Apps for Work seats, if the parties agree that additional services are desirable.
- **5.** Availability of Service. To get started with any of Your Carefree Cloud plans, please call a deployment specialist at 866-912-2452, available Monday through Friday (Hours of operation: M-F 5-5 MST). For Administrator, End User, or other support under Your Carefree Cloud plan, please call 1-855-234-1825, to reach a specialist 24 hours a day, 7 days a week.
- **6. Remote Access.** If You seek assistance through Carefree Cloud, Sprint or its agents may need remote access to Your computer to provide Carefree Cloud support. Once you grant remote access, the Carefree Cloud agent will be able to (1) control, view, or access Your device, (2) view Your system information, (3) install, transfer, delete, overwrite or copy software, files and folders, (4) reboot Your system, (5) run scripts, and (6) invite a technician for collaboration, all for the limited purpose of activating, supporting, maintaining, upgrading, or repairing the Services. You may revoke remote access at any time by clicking on the red X on the toolbar or pressing pause/break on the keyboard. You can permanently end the remote access session by closing the application. You may authorize account administrators to make changes to Your Services, which will include the authority to make upgrades and additional purchases. You are responsible for any changes to Your Services made by a person You authorize, and those changes will be treated as modifications to this Agreement.
- 7. Your Responsibility to Back-Up Data. Sprint does not warrant Your data created either before or after Your use of Carefree Cloud deployment or call support services. Sprint shall not be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, information, files, videos, or any other form of media. You agree that prior to using Carefree Cloud it is Your responsibility to ensure any data, software, information or other files stored on Your computer disk drives, peripherals, and/or on any other electronic storage device is properly backed up.

#### **eNom Services Application Specific Terms**

eNom registers a unique address or identifier on the public internet, called a domain name, and offers value-added products and services related to that domain name ("eNom Services Application"). The unique address or identifier that is registered by the eNom Services Application is referred to as a "Domain Name." The following terms apply to Your use of and access to the eNom Services Application ("eNom Services Application Specific Terms"). In addition to these eNom Services Application Specific Terms, Your use of and access to the eNom Services Application is also governed by the SaaS Terms of Service, available at <a href="http://www.sprint.com/business/support/ratesTandCproducts.html">http://www.sprint.com/business/support/ratesTandCproducts.html</a>, as well as any other written services and transaction materials that we provide or refer You to during the sales transaction (collectively, "Agreement"). For the purposes of this Agreement, "You" means You or the entity that You represent.

For purposes of interpreting these eNom Services Application Specific Terms and the SaaS Terms of Service with respect to the eNom Services Application, the eNom Services Application is included in the definition of "Service(s)."

Capitalized terms used and not defined in these eNom Services Application Specific Terms are used as defined in the SaaS Terms of Service.

- 1. Mandatory Arbitration. As detailed in the SaaS Terms of Service, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between You and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Cancellation & Refunds. You may cancel Your Domain Name anytime during the subscription period. However, Sprint will not refund Your eNom Services Application.
- 3. Automatic Renewal. Your Domain Name will be automatically renewed for another annual subscription following the expiration of the current subscription period, unless You inform Sprint no less than thirty (30) days before expiration of the previous period that You do not want to renew Your Doman Name. You must notify Sprint of Your choice to not renew Your subscription or cancel at least thirty (30) days prior to expiration of the then-current annual term.
- 4. **Additional Terms**. Your use of and access to eNom Services Application and Your Domain Name is subject to additional terms and conditions, which are available at <a href="http://enom.com/terms">http://enom.com/terms</a>. The additional terms include without limitation the following:

- 3.1 Registrant Rights and Responsibilities. You agree to complywith Domain Name registrants' rights and responsibilities ("Registrant Rights and Responsibilities") created by the Internet Corporation for Assigned Names and Numbers (ICANN). The current version of the Registrant Rights and Responsibilities is available at <a href="http://www.icann.org/en/resources/registrars/registrant-rights-responsibilities">http://www.icann.org/en/resources/registrars/registrant-rights-responsibilities</a>, for posting on registrar websites.
- **3.2 Sharing of Whois Information.** You agree to allow Sprint, pursuant to ICANN, to make publicly available Your registration information. Information regarding ICANN's guidelines and requirements regarding WHOIS are available at <a href="http://www.icann.org/en/resources/registrars">http://www.icann.org/en/resources/registrars</a>, <a href="http://www.icann.org/en/registrars/wdrp.htm">http://www.icann.org/en/registrars/wdrp.htm</a>, and elsewhere on the ICANN website at <a href="http://www.icann.org/">http://www.icann.org/en/registrars/wdrp.htm</a>, and
- 3.3 Transfer Procedures. You are permitted to transfer Your Domain Name to another provider. Transfers are governed by ICANN's transfer policy, which is available at <a href="http://www.icann.org/transfers/">http://www.icann.org/transfers/</a>, including the Registrar Transfer Dispute Resolution Policy, which is available at <a href="http://www.icann.org/en/transfers/dispute-policy-12jul04.htm">http://www.icann.org/en/transfers/dispute-policy-12jul04.htm</a>.
- 3.4 Consensus Policies. You agree to be bound by all ICANN consensus policies and all policies of any relevant registry, including but not limited to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), which is available at <a href="http://www.icann.org/udrp/udrp-rules-24oct99.htm">http://www.icann.org/udrp/udrp-rules-24oct99.htm</a> and <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a>, along with the UDRP Rules and all Supplemental Rules of any UDRP provider. The UDRP may be changed by ICANN (or ICANN's successor) at any time.
- **3.5 Expired Registration Recovery Policy.** You agree to comply with ICANN's Expired Registration Recovery Policy (ERRP), which can be found at http://www.icann.org/en/resources/registrars/consensus-policies/errp.

# Google Apps for Work Application Specific Terms

http://www.google.com/apps/intl/en/terms/reseller\_premier\_terms.html

### Microsoft® Online Services Application Specific Terms

Microsoft Online Services ("MOS") supplies online software services designated for businesses, including Microsoft Office 365 ("MOS Application"). The following terms applyto Your use of and access to the MOS Application ("MOS Application Specific Terms). In addition to these MOS Application Specific Terms, Your use of and access to the MOS Application is governed by the SaaS Terms of Service, available at <a href="http://www.sprint.com/business/support/ratesTandCproducts.html">http://www.sprint.com/business/support/ratesTandCproducts.html</a>, as well as any other written services and transaction materials that we provide or refer You to during the sales transaction (collectively, "Agreement"). For the purposes of this Agreement, "You" means You or the entity that You represent.

For purposes of interpreting these MOS Application Specific Terms, the MOS Application is included in the definition of "Service(s)." Capitalized terms used and not defined in these MOS Application Specific Terms are used as defined in the SaaS Terms of Service.

- 1. Mandatory Arbitration. As detailed in the SaaS Terms of Service, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between You and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Automatic Renewal. Your subscription will renew automatically unless You timely opt-out of the auto-renewal. Please refer to the SaaS Terms of Service for a complete description of how to cancel the MOS Application.
- 3. Customer Care. Customer care and support related to the MOS Application will be provided by Sprint.
- **4. Service Level Agreement.** The Service Level Agreement (SLA) provided at <a href="http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=6034">http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=6034</a> governs Your use of the MOS Applications.
- 5. Microsoft's Online Services Use Rights. Your use of the MOS Applications is governed by Microsoft's Online Use Rights. Please see <a href="https://www.microsoft.com/licensing/onlineuserights/english">www.microsoft.com/licensing/onlineuserights/english</a> for the complete terms between You and Microsoft regarding Your use of the MOS Applications. By ordering, accessing, and using the MOS Applications You are accepting the terms in Microsoft's Online Use Rights document. If You do not accept the terms of Microsoft's Online Use Rights agreement, do not order, access, or use the MOS Applications.
- 6. Intellectual Property.
  - a. Use of Marks. Nothing in the MOS Application Specific Terms grants either party any right, title, interest, or license in or to any of the other party's marks.

- b. Proprietary Notices. You must not remove any copyright, trademark, or patent notices from any materials provided in the MOS Application.
- c. Unsolicited Commercial Email. You agree not to use either Sprint's or Microsoft's trademarks in connection with the transmission or distribution of unsolicited commercial email. You may not use any trademark in any manner that would violate local law or custom, or conflict with Microsoft's policies.
- d. For further information, please visit http://www.microsoft.com/en-us/legal/intellectualproperty/default.aspx
- 7. Your Authority to Use the MOS Application. You warrant and represent that You have the necessary rights to any data, software programs, or services that You use in connection with Your access to or use of the MOS Application and that such activities do not infringe the intellectual property or proprietary rights of any third party. You agree to access or use the MOS Application (a) without violating the rights of any third party or purporting to subject Microsoft to any other obligations to You or to any third party, and (b) solely in a manner that complies with all applicable laws and regulations.
- **8.** Your Data. By accessing and using the MOS Application, You consent to Microsoft receiving and using Your information in order to provide the MOS Application and associated products, and uphold its responsibilities under the MOS Specific Terms.
- **9.** Third Party Rights. By accessing and using the MOS Application, You agree that the benefit of certain provisions herein are expressed to be not only for Sprint but also for Microsoft and Microsoft Affiliates, licensors, and suppliers, and that each of the foregoing shall be entitled in its own right to require the due performance of those certain provisions.
- 10. Sprint Third-Party Advisors. Sprint reserves the right to offer the MOS Application to eligible Third-Party Advisors ("Internal Use"). Internal Use of the MOS Application may only be offered under the following conditions: (a) Internal Use Subscriptions must be actively used within 60 days of provisioning or Microsoft may deprovision the Subscriptions; and (b) additional seats provisioned to a Sprint Third-Party Advisor in excess of the maximum number of seats available under this Internal Use benefit will be invoiced at standard commercial pricing.

### Microsoft® Application Specific Service Level Assurances

Microsoft Service Level Assurances

### Migration 1, 2, 3 Application Specific Terms

https://migration123.selfmigration.com/public/default.aspx

### PingOne Single Sign-On Application Specific Terms

http://www.pingidentity.com/Sprint/clickthru

## Sprint Audio Conferencing for Lync™ Online, powered by InterCall Application Specific Terms of Use

http://www.intercall.com/terms.php

#### **Sprint Cloud Optimizer Application Specific Terms**

Sprint Cloud Optimizer Application is a caching software that enables a user to save certain web content to a device, and then access that cached web content from the device without using WIFI or another data connection, thereby reducing bandwidth use and enabling more robust Microsoft SharePoint® or Internet content when working remotely ("Sprint Cloud Optimizer"). The following terms applyto Your use of and access to the Sprint Cloud Optimizer Application ("Sprint Cloud Optimizer Application Specific Terms). In addition to these Sprint Cloud Optimizer Application Specific Terms, Your use of and access to the Sprint Cloud Optimizer Application is governed by the Software as a Service ("SaaS") Terms of Service, which are available at <a href="mailto:sprint.com/business/support/ratesTandCproducts.html">sprint.com/business/support/ratesTandCproducts.html</a>, as well as any other written services and transaction materials that we provide or refer You to during the sales transaction (collectively, "Agreement"). For the purposes of this

that we provide or refer You to during the sales transaction (collectively, "**Agreement**"). For the purposes of this Agreement, "**You**" means you or the entity that you represent, including Your "End User(s)," which means the users who access Your Services.

For purposes of interpreting these Sprint Cloud Optimizer Application Specific Terms, the Sprint Cloud Optimizer Application is included in the definition of "Service(s)" in the SaaS Terms of Service. Capitalized terms used and not defined in these Sprint Cloud Optimizer Application Specific Terms are used as defined in the SaaS Terms of Service.

- 1. Mandatory Arbitration. As detailed in the SaaS Terms of Service, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between You and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Automatic Renewal. Your subscription will renew automatically unless You timely opt-out of the auto-renewal. Please refer to the SaaS Terms of Service for a complete description of how to cancel the Sprint Could Optimizer Application.
- 3. The Sprint Cloud Optimizer Application includes two alternative types of software, both of which work in conjunction with Your Microsoft Office 365™ subscription. The complete paid subscription of the Sprint Cloud Optimizer Application includes the four following features: (1) it delivers continuous and seamless offline access to Microsoft SharePoint® sites and documents; (2) it allows offline reading and editing of SharePoint wikis, forms, pages, and office documents; (3) it allows offline reading of any non-password protected web pages; and (4) it provides a reduction of bandwidth needs by less ening the network traffic when using any web-based or SharePoint site while online.
- 4. If You choose not to continue Your paid subscription to the Sprint Cloud Optimizer Application, Sprint offers a limited version of the Sprint Cloud Optimizer Application that enables one of the four features listed above at no additional charge. The limited version only performs one feature: It provides a reduction of bandwidth needs by lessening the network traffic only when using Your specific Microsoft Office 365 online applications, including Microsoft SharePoint®, Microsoft Word®, Microsoft Excel®, Microsoft PowerPoint®, or Microsoft OneNote®. In the event You cancel Your paid subscription for the complete version of the Sprint Cloud Optimizer Application, You may assign Your users to use the limited version of the Sprint Cloud Optimizer Application at no additional charge as long as You remain a Microsoft Office 365 subscriber. Each Microsoft Office 365 subscriber seat downgraded or canceled will result in the cancelation of the same number of the limited version of Sprint Cloud Optimizer seat(s).
- 5. Your license of the Sprint Cloud Optimizer Application is conditioned on Your device meeting minimum system requirements, including, but not limited to, using a validly licensed copy of Microsoft Windows® XP, Microsoft Windows® Vista, Microsoft Windows® 7 or 8 (includes Surface Pro and Surface Pro 2 but not RT), and Microsoft Internet Explorer®, versions 7 thru 10. Unlike Your Microsoft subscription, which allows You to use Your software on up to 5 devices, the Sprint Cloud Optimizer Application is only available on a one license per device basis. As an example, if You want the Sprint Cloud Optimizer Application on Your work computer as well as Your personal computer, You would need to purchase two (2) Sprint Cloud Optimizer licenses.
- 6. Your sublicense of the Sprint Cloud Optimizer Application includes the right to make a copy of the Sprint Cloud Optimizer Application as may be necessary for back-up and archival purposes. You may not distribute registered copies of the Sprint Cloud Optimizer Application to third parties. You may not rent, lease, or lend the Sprint Cloud Optimizer Application.
- 7. You acknowledge and understand that the Sprint Cloud Optimizer Application will use hard disk space on Your device to enable the bandwidth savings and offline use. The cached information will remain accessible on Your hard disk until You delete the cached information or uninstall the Sprint Cloud Optimizer Application.

Switch Application Specific Terms

https://www.switch.co/legal

Symantec Cloud Services Agreement Application Specific Terms

http://static.symanteccloud.com/estore/en/Product/SHEP/NEW\_SHEP\_EULA.pdf

<u>Uberconference Application Specific Services Terms of Use</u>

https://www.uberconference.com/legal

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